

### Risk and Liability

17. Risk for all property originally brought on to the Site or at the direction of you (whether or not stored in the Storage Space for the time being) remains at all times with you.
18. Save to the extent caused by the negligence or fraud of us or our officers or employees for which we are liable, we and our officers and employees are not to be liable for the death of, or injury to you or your officers agents or employees.
19. We do not insure your goods, and nor do we accept any responsibility for them. We strongly advise you to check your own household or other policy and/or seek specific cover for them.

### Other Important Legal Points

20. Neither the Agreement nor the License creates a tenancy.
21. The benefit of the License and the Agreement is personal to you only and is not assignable. The License may only be exercised by you and (where the License is granted to you for business purposes) by your employees for the purposes specified in paragraph 1 above.
22. Where the Agreement is in joint names you are jointly and severally liable for your obligations in this Agreement.
23. All notices given by you or us must be in writing and may be delivered by hand or sent by registered post or recorded delivery, to the other party at its registered office or last known address.
24. No failure or delay by either you or us to exercise any right, power or remedy under the Agreement shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.
25. The Agreement contains the whole agreement between us and you in respect if the matters referred to in it and supersedes any prior written or oral agreement between you and us relating to it and you confirm that you have not entered into the Agreement on the basis of any representations that are not expressly incorporated in this Agreement.



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## STORAGE SPACE LICENCE AGREEMENT

This agreement ("Agreement") is made between:

**(1) STOREMANN LTD**

**All correspondence to:** Storemann Limited, 5 Athol Street, Douglas, Isle of Man, IM1 1QL

**(2) Name:**

**Address:**

**Telephone Number:**

**Are your contents insured? Y/N**

**E-mail address:**

("you" / "your")

For you to use the storage space described below ("The Storage Space") provided by us on the terms and conditions set out below ("Terms and Conditions"). You acknowledge that by signing this agreement you have the opportunity to read the whole of this Agreement, including the Terms and Conditions, which you agree.

<b>Description of Unit: Number / Size</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Deposit (if applicable): £</b>	
<b>Weekly Payment: £</b>	
<b>Customer Signature &amp; Date</b>	

## SUMMARY OF OUR AGREEMENT

The Terms and Conditions of the Agreement are important, and you must be sure you are happy with them. Please read them very carefully. If there is anything that you do not agree with or understand, or if you do not think this agreement reflects what has been agreed between you and us, then please do not sign it and, instead, contact a member of our staff to discuss your concern.

This Summary does not replace the Terms and Conditions, but simply emphasizes some of the important obligations you will have when you use the Storage Space.

That said, you must:

1. make sure that your payments are made on time;
2. keep the Storage Space tidy and empty it completely when you vacate;
3. make sure you only store things which you own, and which are suitable for our storage: so for example no hazardous items, illegal materials or animals! If you ignore this warning and we incur costs as a result, you'll be required to pay them as well;
4. not block access or leave rubbish on to any part of the site;
5. understand that if you fail to pay what's due, we have a right to sell what you're storing;
6. tell us when you change your address;
7. If any customer is discovered to be misusing the facility they will or may be fined eg: No Fly-tipping on/around the premises or in any vacant units will be tolerated.  
We reserve the right to set the fine amount and or evict any Customer who is proven to be guilty of misuse of our facility.
8. if you want your goods covered for damage, theft etc., insure them!

## TERMS AND CONDITIONS

### License to Use the Storage Space

1. Subject to the provisions below, we give you the right to use the Storage Space for the storage of property belonging to you only ("The License").

### Suitability of the Storage Space

2. You are assumed to have inspected the Storage Space before storing any property in it and ensured that it is suitable for your requirements. We give no warranty that the Storage Space is suitable for the storage of your specific property. You are requested and advised to inspect the Storage Space regularly.

### Payments by You

3. You must pay the deposit (if applicable) on or before the first day of the Agreement.
4. You must pay the Weekly Payment on or within 5 days of the start of the month.
5. The Deposit (if applicable) is security for the performance and observance of your obligations under the Agreement. It will be repaid to you (less any amount due to us in respect of any non-performance or non-observance of the Agreement by you) within 14 days of the termination of your License or such longer period as may be necessary to ascertain any amount due to us.

### Your Obligations Regarding the Storage Space and What You Store

6. You must:
  - (a) keep the Storage Space clean and tidy and clear of rubbish, and leave it in a clean and tidy condition and free of your property when the License terminates;
  - (b) notify us as soon as you can of any concerns or complaints you have about the Storage Space;
  - (c) observe any reasonable rules and regulations we make and notify to you from time to time governing your use of the Storage Space and the access ways to the Storage Space or the Site generally;
  - (d) provide us with your main address and a contact telephone number, and ensure that you provide us with written notice of any change of either as soon as you are able;
  - (e) ensure that if you are or become resident outside the United Kingdom you notify us promptly and provide us with details of a responsible person who is a resident within the United Kingdom and who you authorise us to contact as required in the management of this Agreement.
  - (f) pay to us any reasonable costs, losses and/or expenditure that we incur which arise as a result of your breach of this

7. You must not:
  - (a) obstruct the access ways to the Storage Space or any other part of the Site, or make them dirty or untidy, or leave any rubbish on them;
  - (b) display any signs or notices at the Storage Space;
  - (c) use the Storage Space or the access ways to the Storage Space in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Site or other occupiers or users of the Site or the occupiers or users of any adjoining or neighboring land or property;
  - (d) do anything that might constitute a breach of any statutory requirement affecting the Site or that might impact upon any insurance effected in respect of the Site;
  - (e) in any way impede us, or our officers, servants or agents, in the exercise of our rights of possession and control of the Site and every part of the Site;
  - (f) store or permit to be stored in the Storage Space anything which may be a fire risk, or cause damp, condensation or mould, or any explosives, firearms, ammunition, toxic or pollutant substance, contaminated or other hazardous items; live animals or anything else that is unsuitable to be stored in the Storage Space.
8. You warrant to us that all property stored in the Storage Space from time to time is solely owned legally and beneficially by you.

### Our Rights

9. We have right to enter the Storage Space at any time to inspect, clean and repair the Storage Space or in an emergency, or to check that you are complying with your obligations under this Agreement, or to enforce any rights or comply with any obligations that we may have under the Agreement or otherwise.
10. We may remove any items from the Storage Space stored by you in breach of your obligations, and/or require you to collect or remove any such items.
11. On occasion, we may have to move your unit or require you to move into another unit. We will do what we reasonably can to notify you of such a requirement.

### Termination of Your License to Use the Storage Space

12. Either party shall be entitled to terminate this Agreement, without prejudice to either your or our rights in respect of any breach of our respective obligations and warranties contained above:
  - (a) Immediately if the other party commits a material breach of this Agreement and (if such a breach is capable of being remedied) fails to remedy that breach within 14 days of that party being notified of the breach; and/or
  - (b) on less than one month's notice given by either us or you to expire on the last day of the month.
13. You must return all keys, padlocks and other security devices relating to the Storage Space provided by us immediately on termination of the License.

### Our Rights if there are Outstanding Payments due from You or You Fail to Remove Items from the Storage Space when required

14. Subject to paragraph 14 below, we may sell all or some of the property stored in the Storage Space:
  - (a) to recover any amounts due by you to us under the Agreement; and/or
  - (b) if you fail to remove all or any items from the Storage Space within 7 days of termination of the License.
15. Where we wish to exercise our right to sell any property stored in the Storage Space under paragraph 14 above, we may only do so if we have given you at least 1 months' notice that we intend to do so. If we sell any of your property and the proceeds from the sale are greater than the amount owed by you to us, we will pay you any excess amount after deducting the cost of selling the property and any storage costs that we have incurred. We will use our reasonable endeavors to obtain the best price available in the circumstances for the property to be sold. It is important to note that:
  - (a) Your goods are generally much more valuable to you than they are likely to be on sale to third parties. The best price we can reasonably achieve for your goods is therefore likely to represent far less than the value they represent to you. You are therefore urged in the strongest terms to ensure strict compliance with the Agreement.
  - (b) We have neither the facilities nor the expertise to sort, value or lot your goods and in consequence, if we exercise this right we will where practicable arrange for all your goods to be sold and removed in one job lot.
16. If, having used our best endeavors, we are unable to locate you within 3 months of any payment being due to you under paragraph 15 above, we shall be entitled to retain the proceeds of sale for our own account.